

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

FERNANDO YBARRA,

Plaintiff,

v.

I.C. SYSTEM, INC.

Defendant.

§
§
§
§
§
§
§
§

Case No. 3:21-cv-1044

**DEFENDANT I.C. SYSTEM, INC.’S
NOTICE OF REMOVAL**

TO THE HONORABLE JUDGE:

COMES NOW, Defendant I.C. SYSTEM, INC. (“ICS”) and files its *Notice of Removal* as follows:

1. Plaintiff Fernando Ybarra (“Plaintiff”) filed his state court Petition on April 16, 2021 in the Norwalk Municipal Court, Norwalk, Huron County, Ohio, located at 45 N. Linwood Ave, Norwalk, OH 44857.

2. This is a civil action based on Plaintiff’s contention that ICS reported a tradeline reported debt owed to Spectrum wireless on Plaintiff’s credit report, which caused the credit bureaus to lower Plaintiff’s credit score. Plaintiff further alleges that ICS did not cooperate with Plaintiff’s request to find out why the debt was tradeline reported.

3. The Fair Debt Collection Practices Act, 15 U.S.C. 1692 *et seq.* (the “FDCPA”) governs the collection of consumer debts. The Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the “FCRA”) governs the furnishing of information to credit reports.

4. The FCRA governs the conduct of furnishers of information, which Plaintiff has plausibly alleged ICS qualifies as. The FCRA also pre-empts state laws governing this conduct, stated that “[n]o requirement or prohibition may be imposed under the laws of any State — (1) with respect to any subject matter regulated under laws of any State — . . . (F) section 1681s-2 of this title, relating to the responsibilities of persons who furnish information to consumer reporting agencies, except that this paragraph shall not apply [to certain Massachusetts and California statutes].” 15 U.S.C. § 1681t(b). Thus, the FCRA provides that if a furnisher of credit information furnishes information to a credit reporting agency and in so doing violates a state consumer protection statute, a claim under that state statute is preempted by the FCRA, which makes this case a federal question case *See Shugart v. Ocwen Loan Servicing, LLC*, 747 F. Supp. 2d 938, 943 (S.D. Ohio 2010).

5. Therefore, removal is proper because this case involves a federal question—an alleged violation of the FDCPA and/or the FCRA. This entire suit is removable under 28 U.S.C. § 1441(a).

6. Venue is proper in this district under 28 U.S.C. 1441(a) because the state court where the suit has been pending is located in this district.

7. Removal is timely pursuant to 28 U.S.C. § 1441(b) because ICS has filed its Notice of Removal within 30 days of service of Plaintiff’s state court Petition.

8. Pursuant to U.S.C. § 1441(a), a copy of all process, pleadings, documents, and orders in this case have been attached as **Exhibit A**.

9. A copy of this Notice of Removal has been sent to Plaintiff and will be filed with the clerk of the Norwalk Municipal Court, Norwalk, Huron County, Ohio.

10. Plaintiff did not request a jury trial in the state court matter.

WHEREFORE, ICS respectfully requests that this Court assume full jurisdiction over the proceeding as provided by law.

Respectfully submitted,

/s/ Zachary P. Elliott
Boyd W. Gentry (0071057)
Zachary P. Elliott (0090057)
Law Office of Boyd W. Gentry, LLC
4031 Colonel Glenn Highway, First Floor
Beavercreek, OH 45431
Tel. (937) 839-2881
Fax (800) 839-5843
bgentry@boydgentrylaw.com
zellott@boydgentrylaw.com
Counsel for I.C. System, Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that he forwarded a copy of the foregoing pleading to all parties entitled to notice of same via **email and regular mail** on this 19th day of May 2021 to the following:

Fernando Ybarra
P.O. Box 372
Milan, Ohio 44846
fybarra50@gmail.com
Pro se

/s/ Zachary P. Elliott
Zachary P. Elliott (0090057)